



JERRY E. POWERS
Chief Probation Officer

**COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**
9150 EAST IMPERIAL HIGHWAY -- DOWNEY, CALIFORNIA 90242
(562) 940-2501



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

April 07, 2015

40 April 14, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

AUTHORIZE THE CHIEF PROBATION OFFICER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIANS FOR SAFETY AND JUSTICE TO IDENTIFY ENTITIES THAT PROVIDE ENROLLMENT ELIGIBILITY SERVICES UNDER THE AFFORDABLE CARE ACT

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This is to request that your Board authorize the Chief Probation Officer to enter into a Memorandum of Understanding (MOU) with the Californians for Safety and Justice (Safe and Just) to identify entities that provide enrollment eligibility services to adults under the County of Los Angeles Probation Department's (Probation) supervision and their families for affordable health insurance from Medi-Cal and Covered California under the Affordable Care Act of 2009 (ACA).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Chief Probation Officer to execute and enter into a MOU substantially similar to the attached MOU (Attachment 1) with Safe and Just to identify entities that provide enrollment eligibility services to adults under Probation's supervision and their families for affordable health insurance from Medi-Cal and Covered California under the ACA for the period of May 1, 2015 to April 30, 2017.
2. Delegate authority to the Chief Probation Officer to negotiate and execute any subsequent amendments, modifications, and/or extensions of the MOU, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Chief Probation Officer to enter into a MOU with Safe and Just to identify entities that provide enrollment eligibility services to adults under Probation's supervision and their families for affordable health insurance from Medi-Cal and Covered California under the ACA. The entities identified by Safe and Just shall provide staff that are certified and trained by Covered California to provide enrollment eligibility services for Medi-Cal and Covered California under the ACA. The recommended actions will result in Probation's collaboration with Safe and Just to place the identified entities in Probation offices throughout the County of Los Angeles.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County of Los Angeles Strategic Plan Goal 1, Operational Effectiveness, and Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The proposed MOU is non-financial and has no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached MOU (Attachment 1) includes all contractual requirements and will be executed upon approval as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will allow Probation to collaborate with Safe and Just to identify entities that provide enrollment eligibility services to adults under Probation's supervision and their families for affordable health insurance from Medi-Cal and Covered California under the ACA.

Respectfully submitted,



JERRY E. POWERS
Chief Probation Officer

JEP:TH:cc

- c: Executive Officer
- Chief Executive Office
- County Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT
AND
CALIFORNIANS FOR SAFETY AND JUSTICE TO IDENTIFY ENTITIES THAT
PROVIDE ENROLLMENT ELIGIBILITY
SERVICES UNDER THE AFFORDABLE CARE ACT**

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 2015 between the County of Los Angeles Probation Department, (hereinafter referred to as COUNTY), and Californians for Safety and Justice, (hereinafter referred to as AGENCY).

I. PURPOSE

The MOU outlines and formalizes the agreement between COUNTY and AGENCY. The purpose of this MOU is to identify entities that provide enrollment eligibility services to adults under COUNTY's supervision and their families for affordable health insurance from Medi-Cal and Covered California under the Affordable Care Act of 2009 (ACA). Entities that are identified by AGENCY shall provide staff that are certified and trained by Covered California to provide enrollment eligibility services for Medi-Cal and Covered California under the ACA. AGENCY will work collaboratively with COUNTY to place these entities in COUNTY offices throughout the County of Los Angeles.

II. TERM

The MOU shall be for the period of ____ through ____ unless terminated earlier as provided for in this MOU.

III. FUNDING

This is a non-financial MOU.

IV. BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of AGENCY's staff are required as a condition of beginning and continuing work under the MOU. The cost of background checks is the responsibility of AGENCY. AGENCY shall be responsible for the ongoing implementation and monitoring of the following Paragraphs 1 through 6. On at least a quarterly basis, AGENCY shall report, in writing, monitoring results to the COUNTY, indicating compliance or problem areas. The elements of monitoring report shall receive prior written approval from COUNTY.

1. AGENCY shall submit the names of AGENCY's or Subcontractor's employees to COUNTY's Program Manager prior to the employee starting work on this MOU. COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of AGENCY's or Subcontractor's employees, and shall have the right to conduct background investigations of AGENCY's or Subcontractor's employees at any time. **AGENCY's or Subcontractor's employees shall not begin work on this MOU before receiving written notification of clearance from COUNTY.**
2. No personnel employed by AGENCY or Subcontractor for this service having access to COUNTY information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to COUNTY and employment of the employee for this service is approved in writing by COUNTY.
3. COUNTY reserves the right to preclude AGENCY or Subcontractor from employment or continued employment of any individual performing services under this MOU at the COUNTY's sole discretion.
4. No AGENCY or Subcontractor staff providing services under this MOU shall be on active probation or parole.
5. AGENCY or Subcontractor staff performing services under this MOU shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to COUNTY.
6. Because COUNTY is charged by the state for checking the criminal records of AGENCY'S or Subcontractor's employee, COUNTY will bill AGENCY to recover expenses. The current amount is thirty-two dollars (\$32.00) per record check, which is subject to change by the state.

V. CONFIDENTIALITY

AGENCY shall be responsible for safeguarding all COUNTY information and data provided to AGENCY.

1. AGENCY shall maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

2. AGENCY shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of Section V (Confidentiality) of the MOU.
 - a) AGENCY shall sign and adhere to the provisions of Attachment A (Contractor Acknowledgement and Confidentiality Agreement).
 - b) AGENCY shall cause each employee performing services covered by this MOU to sign and adhere to the provisions of Attachment B (Contractor Employee Acknowledgment and Confidentiality Agreement).
 - c) AGENCY shall cause each non-employee performing services covered by this MOU to sign and adhere to the provisions of Attachment C (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).
3. AGENCY shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by AGENCY, its officers, employees, agents, or Subcontractors, to comply with this Section V (Confidentiality) as determined by COUNTY in its sole judgment. Any legal defense pursuant to AGENCY's indemnification obligations under this Paragraph shall be conducted by AGENCY and performed by counsel selected by AGENCY and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event AGENCY fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from AGENCY for all such costs and expenses incurred by COUNTY in doing so. AGENCY shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.
4. Confidentiality of Adult and Juvenile Records

AGENCY shall comply with state laws which provide that all adult and juvenile records and COUNTY case information provided to AGENCY is confidential and no such information shall be disclosed except those authorized employees of COUNTY and law enforcement agencies. (California Welfare and Institutions Code § 827 and 828, and Penal Code sections 1203.05, 1203.09 and 11140 through 11144).

5. AGENCY shall provide to its employees copies of all code sections cited in this Section V (Confidentiality) of the MOU, and forms to sign as referred to in Attachment D (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. AGENCY shall retain original CORI signed forms and forward copies to COUNTY's Program Manager within five (5) business days of start of employment.
6. Violations: AGENCY agrees to inform all of its employees, agents, Subcontractors, and partners of the above provisions of this Section V (Confidentiality) and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

VI. INDEMNIFICATION

AGENCY shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers (COUNTY Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this MOU, except for such loss or damage arising from the sole negligence or willful misconduct of COUNTY Indemnitees.

VII. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting AGENCY's indemnification of COUNTY, and in the performance of this MOU and until all of its obligations pursuant to this MOU have been met, AGENCY shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections VII and VIII of this MOU. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon AGENCY pursuant to this MOU. COUNTY in no way warrants that the Required Insurance is sufficient to protect AGENCY for liabilities which may arise from or relate to this MOU.

1. Evidence of Coverage and Notice to COUNTY

- Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the AGENCY's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this MOU.
- Renewal Certificates shall be provided to COUNTY not less than ten (10) days prior to AGENCY's policy expiration dates. COUNTY reserves the

right to obtain complete, certified copies of any required AGENCY and/or Subcontractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this MOU by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the AGENCY identified as the contracting party in this MOU. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.
- Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the AGENCY, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**Cindy Chang, Section Head
County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242**

- AGENCY also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to an AGENCY employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to AGENCY. AGENCY also shall promptly notify COUNTY of any third party claim or suit filed against AGENCY or any of its Subcontractors which arises from or relates to this MOU, and could result in the filing of a claim or lawsuit against AGENCY and/or COUNTY.

2. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under AGENCY's General Liability policy with respect to liability arising out of AGENCY's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the AGENCY's acts or omissions, whether such liability is

attributable to the AGENCY or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

3. Cancellation of or Changes in Insurance

AGENCY shall provide COUNTY with, or AGENCY's insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the MOU, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this MOU.

4. Failure to Maintain Insurance

AGENCY's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the MOU, upon which COUNTY immediately may withhold payments due to AGENCY, and/or suspend or terminate this MOU. COUNTY, at its sole discretion, may obtain damages from AGENCY resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to AGENCY, deduct the premium cost from sums due to AGENCY or pursue AGENCY reimbursement.

5. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

6. AGENCY's Insurance Shall Be Primary

AGENCY's insurance policies, with respect to any claims related to this MOU, shall be primary with respect to all other sources of coverage available to AGENCY. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any AGENCY coverage.

7. Waivers of Subrogation

To the fullest extent permitted by law, the AGENCY hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required

Insurance for any loss arising from or relating to this MOU. The AGENCY shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8. Subcontractor Insurance Coverage Requirements

AGENCY shall include all Subcontractors as insureds under AGENCY's own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. AGENCY shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the COUNTY and AGENCY as additional insureds on the Subcontractor's General Liability policy. AGENCY shall obtain COUNTY's prior review and approval of any Subcontractor request for modification of the Required Insurance.

9. Deductibles and Self-Insured Retentions (SIRs)

AGENCY's policies shall not obligate the COUNTY to pay any portion of any AGENCY deductible or SIR. The COUNTY retains the right to require AGENCY to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing AGENCY's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

10. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this MOU. AGENCY understands and agrees it shall maintain such coverage for a period of not less than three (3) years following MOU expiration, termination or cancellation.

11. Application of Excess Liability Coverage

AGENCY may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

12. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

13. Alternative Risk Financing Programs

The COUNTY reserves the right to review, and then approve, AGENCY use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

14. COUNTY Review and Approval of Insurance Requirements

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

VIII. INSURANCE COVERAGE

- 1. Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 2. Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of AGENCY's use of autos pursuant to this MOU, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 3. Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If AGENCY will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to AGENCY's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

IN WITNESS WHEREOF, the County of Los Angeles and AGENCY have caused this MOU to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of AGENCY for the warrants that he or she is authorized to bind AGENCY, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this MOU.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____
JERRY E. POWERS
CHIEF PROBATION OFFICER

Date

CALIFORNIANS FOR SAFETY AND
JUSTICE

By _____

Name (Typed or Printed)

Title

Date

APPROVED AS TO FORM:

MARK J. SALADINO
COUNTY COUNSEL

By _____
EDWARD L. HSU
DEPUTY COUNTY COUNSEL

Date